

# MEMORANDUM OF AGREEMENT FOR AMERICORPS VISTA PROJECTS

Effective October 1, 2017



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## VI. Other Legal Requirements

- 1) **Status of VISTA Members during Service.** AmeriCorps VISTA members are eligible for all benefits and coverage provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the “income disregard” provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

AmeriCorps VISTA members shall not be considered employees of the Sponsor. AmeriCorps VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

- 2) **Prohibition on Nepotism.** To avoid actual or apparent favoritism in the operation of an AmeriCorps VISTA project, CNCS’s AmeriCorps VISTA program prohibits certain assignment arrangements, as follows:
  - a. **VISTA members.** An AmeriCorps VISTA member cannot be assigned to an AmeriCorps VISTA project Site if s/he is:
    - i. in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a staff member of the project or the Site or a CNCS staff person in the applicable State Office;
    - ii. a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a staff member of the project or the Site, or a CNCS staff person in the applicable State Office;
    - iii. in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a member of the board of directors of the specific AmeriCorps VISTA project Site where the VISTA member reports for service; or
    - iv. a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a member of the board of directors of the specific AmeriCorps VISTA project Site where the VISTA member reports for service.
  - b. **VISTA Project Supervisory Employees.** A project and/or Site employee is prohibited from holding a VISTA project supervisory position if s/he:
    - i. is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any CNCS official responsible for the AmeriCorps VISTA project.
    - ii. is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any CNCS official responsible for the AmeriCorps VISTA project.

- iii. is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any project Site employee who holds supervisory authority over him/her; or
  - iv. is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any project Site employee who holds supervisory authority over him/her.
- 3) **Nondiscrimination.** No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps VISTA member, or member of the staff, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.
- 4) **Ensuring Accessibility for Persons with Disabilities.** By signing this MA, the Sponsor certifies that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities and all participating Sites are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.
- 5) **Sexual Harassment.** Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed in Section IV, Paragraph 3. As the recipient of federal resources from CNCS, the Sponsor is responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
- a. Acts of “quid pro quo” sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Sponsor, its agents or supervisory employees should have known of the acts.
  - b. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
  - c. Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sponsor, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.
- 6) **Supplemental Payments Prohibited.** Monetary living (living) allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Neither the Sponsor nor its Sites may supplement these allowances in a manner that would interfere with the member’s experience of living at or below the poverty level. Sponsors and Sites are strictly prohibited from providing VISTA members or Summer Associates with monetary assistance.
- 7) **Prohibitions of Use of CNCS Resources by Sponsor.** The Sponsor agrees that no AmeriCorps VISTA member assigned to the Sponsor, and no other federal financial assistance provided by CNCS, shall be used to assist, provide or participate in:

- a. Partisan and non-partisan political activities associated with a candidate, including voter registration or providing voter transportation to the polls;
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition;
- c. Labor or anti-labor organization or related activities;
- d. Religious instruction, worship services, proselytization, or any other religious activity as part of their duties;
- e. Activities or service that would supplant the hiring of or result in the displacement of employed workers, existing volunteers or impair existing contracts for service;
- f. Receiving or accepting compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members;
- g. Requesting, charging or accepting participation or application fees from potential VISTA applicants or candidates; or
- h. Requiring or accepting project application fees from potential Sites.

8) **Other Prohibited Activities.** The Sponsor agrees that it is prohibited from allowing AmeriCorps VISTA members assigned to the project to engage in the following activities:

- a. Reporting or completing Progress Reports, the VISTA Progress Report Supplement (VPRS), Continuation applications or Amendments, the Sponsor Verification Report or other reports and forms required of the Sponsor in eGrants; and
- b. Taking actions in any CNCS system on behalf of the Sponsor for any other CNCS programs, such as applying for and reporting on CNCS grants, selecting AmeriCorps members, tracking hours or closing out service terms and granting AmeriCorps Education Awards.

9) **Whistleblower Rights and Remedies for Employees of the Sponsors.** The Sponsor is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at <https://www.cncsoig.gov/whistleblower-protection>. As such, Sponsor is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:

- a. Gross mismanagement or waste of a Federal contract or grant;
- b. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS);
- c. A substantial and specific danger to public health or safety; or

- d. A violation of law, rule, or regulation related to a Federal contract or grant.

The Sponsor is required to notify all of its employees that an employee may disclose suspected wrongdoing described above to any of the following:

- a. The CNCS Office of Inspector General;
- b. A CNCS employee responsible for contract or grant oversight or management;
- c. A management official or other employee of the Sponsor who has the responsibility to investigate, discover, or address misconduct, or;
- d. An authorized official of the U.S. Department of Justice or other law enforcement agency, a Member of Congress, or a representative of a committee of Congress, or the Government Accountability Office (GAO).

The Sponsor is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described above, the employee may submit a complaint to the CNCS OIG within three (3) years of the date on which the alleged reprisal took place.

- 10) **Amendments.** This Memorandum of Agreement may be amended at any time, in writing, by authorized representatives of the Sponsor, and the appropriate CNCS State Director. In addition, all parties agree to amend this Memorandum of Agreement as required by Paragraph 11.
- 11) **Increases in AmeriCorps VISTA Payment Amounts during This Agreement.** The parties to this Agreement are cognizant of the likelihood of future area-based “cost-of-living” increases to subsistence allowances, to which AmeriCorps VISTA members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, AmeriCorps VISTA members shall reflect and be adjusted to account for such general increases, in accordance with the Act and CNCS’s regulations and procedures.
- 12) **Severability.** If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.
- 13) **Termination and Suspension**
  - a. Sponsor: Right to Terminate with Notice. The Sponsor may terminate this Agreement at any time by giving at least thirty (30) days’ notice in writing to CNCS of its intent.
  - b. CNCS: Right to Terminate or Suspend. CNCS may terminate or suspend this Agreement in accordance with applicable terms and procedures set forth in applicable Federal regulations and 42 U.S.C. § 5052. The Sponsor understands and agrees that CNCS may take action to terminate or suspend this Agreement, or deny renewal of this Agreement or VISTA resources, for failure to comply with the applicable terms and conditions of this Agreement.

- 14) **Order of Precedence.** In the event of inconsistencies or conflicts between the Project Narrative and the Agreement, this Agreement shall govern.
- 15) **Notices.** All notices and communications required to be given to CNCS by the Sponsor, shall be directed to the CNCS State Program Director or Program Officer. All notices to be given to the Sponsor by CNCS shall be directed to the Project Director as indicated in the Project Application.
- a. In the event that any of the parties or addresses referenced in the above paragraph change, written notice to all other parties must be provided within seven (7) days of the change. Such written notice must include the Project Number and Sponsor EIN. Within seven (7) days of the change, the Sponsor must also update its information in eGrants, including deactivating staff accounts for individuals no longer working at the Sponsor's organization.

## VII. Affiliation with AmeriCorps VISTA

- 1) **Identification as an AmeriCorps VISTA Project or Member.** The Sponsor must identify the project as an AmeriCorps VISTA project and assigned members as AmeriCorps VISTA members. In cases where the Sponsor has one or more Site(s) or service location(s) as described above in Section II, "Definitions" of this Memorandum of Agreement, all Site agreements related to the AmeriCorps VISTA project must explicitly state that the project is an AmeriCorps VISTA project and assigned AmeriCorps VISTA members are the resource being provided.
- 2) **The AmeriCorps VISTA Name and Logo.** AmeriCorps VISTA is a registered service mark of the Corporation for National and Community Service. CNCS provides a camera-ready logo. Sponsors and Sites must use the AmeriCorps VISTA name and logo in accordance with CNCS requirements. The Sponsor may not use or display the AmeriCorps VISTA name or logo in connection with any prohibited activity referenced in Section VI, "Other Legal Requirements" of this Memorandum of Agreement.